

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

In re:

Raini Clapper Walker
114 Greenbrier St, Dickson, TN 37055
xxx-xx-6421
Debtor

BK: 3:14-bk-05239

The Deadline for Filing a Timely Response Is: 7/22/15
If a Response Is Timely Filed, the Hearing Will Be: 8/5/15
Time and Location: 8:30 a.m. at the Courtroom 1 2nd Floor Customs House 701 Broadway Nashville,
TN 37203

**NOTICE OF MOTION FOR COURT APPROVAL OF LOAN
MODIFICATION BETWEEN THE DEBTORS AND NATIONSTAR MORTGAGE**

Raini Clapper Walker has asked the court for the following relief: Modify the Chapter 13 Plan

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

1. File with the court your response or objection explaining your position. Please note: the Bankruptcy Court for the Middle District of Tennessee requires electronic filing. Any response or objection you wish to file must be submitted electronically. To file electronically, you or your attorney must go to the court website and follow the instructions at: <https://ecf.tnmb.uscourts.gov>.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by viewing the case on the court's website at <https://ecf.tnmb.uscourts.gov>.

If you or your attorney does not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter the attached order granting that relief.

Date: July 1, 2015

/s/ J. Robert Harlan

J. Robert Harlan - BPR No. 010466
Harlan, Slocum & Quillen
Attorney for the Debtor
39 Public Square
PO Box 949
Columbia, TN 38402-0949
Phone - 931/381-0660
Fax - 931/381-7627
bob@robertharlan.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In Re:

Raini Clapper Walker
114 Greenbrier St, Dickson, TN 37055
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Debtor

BK: 3:14-bk-05239

**NOTICE OF MOTION FOR COURT APPROVAL OF LOAN
MODIFICATION BETWEEN THE DEBTORS AND SN SERVICING CORP**

Comes the debtor through counsel and would request the Court to approve the following loan modification between the Debtor and the mortgage holder, SN Servicing Corp.

1. The Debtor seeks permission to modify her mortgage with SN Servicing Corp, modification agreement attached hereto as **Exhibit A**. The modification alters the Debtor's mortgage loan with SN Servicing Corp and the modified terms are as follows:
 - A. The "New Principal Balance" shall be \$148,419.62.
 - B. The rate is reduced to 5.875%. The new Maturity Date will be February 1, 2038.
 - C. The new total payment including principle and interest shall be \$986.75 effective June 1, 2015.
 - D. The new Maturity Date will be February 1, 2038.
 - E. The new monthly escrow payment shall be \$299.17 monthly.
2. The Debtor's Chapter 13 plan shall be modified as there are no pre-petition or post-petition arrearage claims and the Trustee shall cease disbursements on any arrearage claim to SN Servicing Corp.
3. The Debtor requests the Court to approve the loan modification+

STATEMENT OF IMPACT pursuant to Local Rule 3105-2

1. Change in dividend to unsecured claims: None
2. Change in the length of the plan: None
3. Change in periodic plan payment: None

Change in secured claim treatment: The continuing monthly payment to SN Servicing Corp(Court Claim #13), shall be \$1,285.92 effective June 1, 2015 and with the mortgage current from the modified loan agreement.

BASED ON THE FOREGOING, the debtors' request the Court to make the following changes in the confirmed plan:

1. Reduce the payment to SN Servicing Corp to \$1,285.92 effective with the June 1, 2015 disbursement.
2. Leave all other provisions of the Chapter 13 confirmation order unchanged.

Respectfully submitted July 1, 2015.

/s/ J. Robert Harlan
J. Robert Harlan - BPR No. 010466
Harlan, Slocum & Quillen
Attorney for the Debtor
39 Public Square
PO Box 949
Columbia, TN 38402-0949
Phone - 931/381-0660
Fax - 931/381-7627
bknotices@robertharlan.com

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have mailed a true and exact copy of the foregoing to Raini Clapper Walker all creditors and to parties requesting notice, to the Chapter 13 Trustee - sent by Electronic Case Noticing to the Chapter 13 Trustee, and to the U.S. Trustee's Office July 1, 2015.

/s/ J. Robert Harlan
J. Robert Harlan - BPR No. 010466
Harlan, Slocum & Quillen
Attorney for the Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In Re:
Raini Clapper Walker
Debtor

BK: 3:14-bk-05239

**ORDER APPROVING LOAN MODIFICATION
BETWEEN THE DEBTOR AND SN SERVICING CORP**

This order is submitted to the Court by the debtors through counsel for the purpose of approving the loan modification between the Debtor's and SN Servicing Corp and a Chapter 13 plan modification. Motion was filed and notice was provided to all creditors pursuant to Local Bankruptcy Rule 9013 and no timely objection was raised. The Court finds the motion should be approved

IT IS, THEREFORE, ORDERED, the Chapter 13 plan is modified as follows:

1. The modification of the Debtor's mortgage with SN Servicing Corp shall be permitted between the parties as set forth below:
 - A. The "New Principal Balance" shall be \$148,419.62.
 - B. The rate is reduced to 5.875%. The new Maturity Date will be February 1, 2038.
 - C. The new total payment including principle, interest, and escrow shall be \$1,285.92 effective April 1, 2015.
 - D. The new Maturity Date will be February 1, 2038.
2. The Debtor's Chapter 13 plan shall be modified as there is no pre-petition or post-petition arrearage claims and the Trustee shall cease payments on arrearage claims to SN Servicing Corp.

3. The modification shall not effect the treatment of any creditors other than the mortgage loan with SN Servicing Corp .
4. All other provisions of the Chapter 13 plan confirmed August 25, 2014, remain unchanged.

This order was signed and entered electronically as indicated at the top of the page.

Approved for Entry:

/s/ J. Robert Harlan
J. Robert Harlan - BPR No. 010466
Harlan, Slocum & Quillen
Attorney for the Debtor
39 Public Square
PO Box 949
Columbia, TN 38402-0949
Phone - 931/381-0660
Fax - 931/381-7627
bob@robertharlan.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

In Re:
Raini Clapper Walker
Debtor

BK: 3:14-bk-05239

CERTIFICATE OF COMPLIANCE

I, J. Robert Harlan, do certify that I have complied with the noticing requirement of Local Bankruptcy Rule 9013-1 by mailing, a copy of the attached document pertaining to the subject action to Raini Clapper Walker, all creditors and parties requesting notice, sent by Electronic Case Noticing to the Chapter 13 Trustee, and to the U.S. Trustee's Office July 1, 2015.

/s/ J. Robert Harlan
J. Robert Harlan - BPR No. 010466
Harlan, Slocum & Quillen
Attorney for the Debtor
39 Public Square
PO Box 949
Columbia, TN 38402-0949
Phone - 931/381-0660
Fax - 931/381-7627
bob@robertharlan.com

No. of copies mailed 31

No. of certified copies

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LOAN MODIFICATION AGREEMENT

BEFORE the undersigned Notaries Public, in and for the respective county/parish and state listed hereafter, came and appeared the following parties:

..... RAINI WALKER, hereinafter referred to as ("BORROWER(S)") and SN Servicing Corporation, servicing agent for US BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE PRP II PALS INVESTMENTS TRUST with a mailing address of 323 5th Street, Eureka, California 95501, as ("LENDER")

Who declared that they are entering into this Agreement as follows:

Borrower(s) acknowledges that as of the date stated herein, the lender is the holder by Assignment of certain Note ("NOTE") and Mortgage, Deed of Trust, Security Deed ("SECURITY INSTRUMENT") made by RAINI WALKER, in favor of WILMINGTON FINANCE INC in the original principal amount of \$149,000.00 together with an interest rate of 8.990% per annum. The indebtedness secured by this Mortgage, Deed of Trust, Security Deed is evidenced by certain Note dated August 08, 2007, with an interest rate of 8.990% payable in monthly installments to the order of Lender.

This Loan Modification Agreement ("AGREEMENT"), made May 27, 2015 between RAINI WALKER, ("BORROWER") and US BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE PRP II PALS INVESTMENTS TRUST ("LENDER"), amends and supplements (1) the Mortgage, Deed of Trust, Security Deed ("SECURITY INSTRUMENT"), dated August 08, 2007 and recorded with the Deed of Records of DICKSON County, TN and (2) the Note ("NOTE"), bearing the same date as, and secured by, the Mortgage, Deed of Trust, Security Deed, which covers the real and personal property described in the Security Instrument and defined therein as the ("PROPERTY"), located at 114 GREENBRIAR DRIVE, DICKSON, TN, 37055, the real property described being set forth as follows as described in the attached "Exhibit A".

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of May 27, 2015, the amount payable under the Note and the Security Instrument ("UNPAID PRINCIPAL BALANCE") is U.S. \$148,419.62 consisting of the amount(s) loaned to Borrower by Lender and any interest to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. The following modifications apply:
 - a. Trustee funds in the amount of \$7,716.00 to be applied to the Negative Escrow balance of \$8,365.59. Projected Negative Escrow balance is \$649.59 after funds have posted.
 - b. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.875%, from May 01, 2015.
 - c. Interest under this Modification shall be an Arrears method and calculated on a 360-day year consisting of twelve 30-day months.
 - d. The yearly rate of 5.875% will remain fixed with no further adjusting from this date forward and will remain in effect until principal and interest is paid in full.
 - e. Borrower promises to make monthly payments of principal and interest of U.S. \$986.75, beginning on June 01, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.
 - f. Monthly payments are amortized 273 months and payable in 273 months.
 - g. The principal and interest payment does not include the monthly escrow constant of \$299.17. The monthly escrow constant is subject to change at each analysis. A new escrow analysis will be completed post modification.
 - h. Lender will bring the loan due for the June 01, 2015 payment.
 - i. Lender will waive/forgive the outstanding interest, deferred indebtedness, and charges or authorized charges.

j. Current waived/forgiven indebtedness of \$35,671.99 includes:

\$5,497.71 in Accrued and Unpaid Interest
\$2,217.24 in Prior Forbearance Interest
\$23,794.63 in Arrearage Interest
\$4,162.41 in Arrearage Principal

k. If on **February 01, 2038** ("MATURITY DATE"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

l. Borrower will make such payments at such place as Lender may require.

3. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Note and Security Instrument. The following terms and provisions are modified and amended as of the date specified in paragraph No. 1 above:

a. all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note are waived. By executing this Agreement, Borrower agrees to make the same monthly payments of principal and interest as stated herein above for the remaining term of the Note.

b. all terms and provisions of any adjustable rate rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions providing for an adjustment in the interest rate are changed to set the rate as stated herein.

4. Borrower(s) agrees that in the event of a default under the terms of this Agreement, the Lender may exercise all rights and remedies provided in the Note and Security Instrument and as provided by applicable law, including any judicial or non-judicial foreclosure or other proceeding, without notice of default and waives any and all delays, notice and protest of any nature and kind and all pleas of prescription or statute of limitations.

5. Borrower(s) hereby consents and agrees that in the event suit is instituted, the Lender may enforce any and all of the provisions of the Note and Security Instrument and proceed immediately to collect the full amount of principal, interest, attorney fees and costs as acknowledged herein.

6. In the event any of the provisions contained hereinabove are determined to be unenforceable by a court of competent jurisdiction and it is necessary to proceed to trial, then Borrower irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or the obligations modified thereby.

7. In addition to the events of default contained in the Note and Security Instrument it will be an event of default under this Agreement if the Borrower(s) fails to pay the modified payment schedule according to the terms set forth hereinabove.

8. For and in consideration of the forbearance and benefits received herein, Borrower(s) hereby releases and forever discharges the Lender, and all previous holders of the hereinabove described Note from any and all claims of whatever nature and kind arising out of all transactions related to said Note.

9. The Lender and Borrower(s) agrees that all provisions of the Security Instrument and any other collateral documents not specifically mentioned herein shall remain in full force and effect, and Borrower(s) shall comply with all covenants, agreements and requirements of the security instrument.

10. In the event that any one or more of the provisions contained in this Agreement or in the Loan Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the Loan Documents.

11. Nothing in this Agreement shall be understood or construed to be a satisfaction, novation, remission, or release in whole or in part of the Note, Mortgage, and security documents. Except as otherwise specifically provided in this Agreement, the Note, Mortgage and Security Instrument will remain unchanged and Borrower(s) will be bound by and obligated to comply with all of the terms and provisions thereof, as amended by this Agreement.
12. On the loan payments due date, default will occur if the payment is not received within the allowable grace period (if applicable).
13. If the Borrower has, since inception of the loan but prior to this Agreement, received a discharge in a Chapter 7 Bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
14. This Agreement shall be binding upon and inure to the benefit of, the Borrower and the Lender and their respective heirs, legal representatives, successors and assigns.

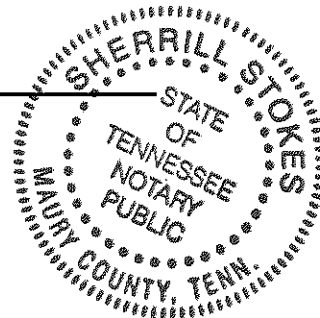
Dated: 6/3/2015

I acknowledge and agree to the modification to the Mortgage, Deed of Trust, Security Deed and Note set forth above.

WITNESSES:

Beverly WendaRachel D. Duncan

BORROWER(S):

RAINI WALKERSherrill Stokes7/17/17

ACKNOWLEDGEMENT

STATE OF Tennessee)
COUNTY OF Maury) ss.

On 3rd of June 2015 before me, Sherrill Stokes, Notary Public, personally appeared Beverly Wenda and Rachel Duncan who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity(ies) upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Sherrill StokesNotary Public
My Comm. Expires7/17/17

WITNESSES:

US BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE
PRP II PALS INVESTMENTS TRUST
BY SN SERVICING CORPORATION ITS SERVICING AGENT

BY: _____

SCOTT NIELSEN

ITS: AUTHORIZED AGENT

NMLS: 191008

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

)ss.

COUNTY OF HUMBOLDT

On _____, 2015 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Notary Public
My Comm. Expires:

EXHIBIT "A"

Land in Dickson County, Tennessee, being Lot 9, LEE LITTLETON SUBDIVISION, PHASE II, as shown on plat of record in Plat Cabinet G, Slide 318, in the Register's Office, Dickson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed by Warranty Deed to Raini Walker, unmarried from Tim Enevoldsen d/b/a Enevoldsen Builders as recorded in Book 454, Page 487, in the Register's Office of Dickson County, Tennessee.

RAINI CLAPPER WALKER
114 GREENBRIER ST
DICKSON, TN 37055

J. ROBERT HARLAN
HARLAN, SLOCUM & QUILLEN
39 PUBLIC SQUARE
PO BOX 949
COLUMBIA, TN 38402-0949

ADVANCE FINANCIAL
1901 SOUTH CHURCH STREET
NASHVILLE, TN 37203

ALLSTATE
C/O CREDIT COLLECTION SERVICE
NEEDHAM HEIGHTS, MA 02494

AT&T
C/O BANKRUPTCY
1801 VALLEY VIEW LN
DALLAS, TX 75234

AUTUMN PARK APARTMENTS
105 AUTUMN WAY
DICKSON, TN 37055

BROCK & SCOTT, PLLC
277 MALLORY STATON ROAD
STE. 115
FRANKLIN, TN 37067

CARRINGTON MORTGAGE SERVICES LLC
PO BOX 54285
IRVINE, CA 92619-4285

CHASE/BANK ONE CARD SERVICES
PO BOX 15298
WILMINGTON, DE 19850

CITIBANK
ATTN: CUSTOMER SERVICE
PO BOX 6500
SIOUX FALLS, SD 57117-6500

CLAPPER, CHRIS
700 FRANKLIN ROAD
CHARLOTTE, TN 37036

CMI
4200 INTERNATIONAL PKWY
CARROLLTON, TX 75007-1930

COMCAST
PO BOX 140400
NASHVILLE, TN 37214

DAVIDSON COUNTY GENERAL SESSIONS CT.
JUSTICE A. A. BIRCH BLDG.
408 2ND AVE. N. #2110
NASHVILLE, TN 37219-6304

DELL FINANCIAL SERVICES
C/O DFS CUSTOMER CARE DEPT
PO BOX 81577
AUSTIN, TX 78708-1577

DIANE MCCLURKAN
1691 CEDAR CREEK ROAD
VANLEER, TN 37181

DICKSON COUNTY GENERAL SESSIONS COURT
ATTN COURT CLERK
1 COURT SQUARE
CHARLOTTE, TN 37036

EOS CCA
700 LONGWATER DRIVE
NORWELL, MA 02061

GBC ACCEPTANCE CORP
4502 BRISTOL HIGHWAY
JOHNSON CITY, TN 37601

GEMB/DILLARDS
BANKRUPTCY DEPT
PO BOX 103104
ROSWELL, GA 30076

GREAT LAKES EDUCATIONAL LOAN SERVICES
2401 INTERNATIONAL LANE
MADISON, WI 53704-3192

HUNTER WARFIELD
3111 W DR MLK JR BLVD FL
TAMPA, FL 33607

INTERNAL REVENUE SERVICE
CORRESPONDENCE-BR
PO BOX 7346
PHILADELPHIA, PA 19101-7346

KNIGHT & HOOPER, PLLC
701 MARKET STREET STE 700
PO BOX 11583
CHATTANOOGA, TN 37401-2583

MADISON RIDGE APARTMENTS
301 MADISON RIDGE BLVD
DICKSON, TN 37055

MIDLAND FUNDING LLC
8875 AERO DR SUITE 200
SAN DIEGO, CA 92123

ROBERT MACPHERSON
119 PUBLIC SQUARE
LEBANON, TN 37087

SELENE FINANCE LP
ATTN: ESCALATION AGENT
9990 RICHMOND AVENUE, SUITE 400
SOUTH HOUSTON, TX 77042-8500

STANWICH MTG LOAN TRUST SERIES 2012-14
9990 ROCHMOND AVE, STE 400S
HOUSTON, TX 77042

UNKNOWN CREDITOR

US DEPARTMENT OF EDUCATION
DIRECT LOAN SERVICING CENTER
PO BOX 5609
GREENVILLE, TX 75403-5609

VERIZON WIRELESS
BANKRUPTCY ADMINISTRATION
P.O. BOX 3397
BLOOMINGTON, IL 61702

WELLS FARGO
PO BOX 84712
SIOUX FALLS, SD 57117